

SECTION 3 APPRAISAL TABLE OF CONTENTS

3.1 Legal References

3.2 Electronic Appraisal Procedures

LTM or Turn Key Projects

Fee Appraisers in Consultant Services Contracts

Staff Appraisers

3.2 Appraisal Activities

TABLE OF CONTENTS

Overview of the Purpose of the Appraisals and Appraisal Requirements

Application for Approval as Fee AppraiserQualifications of Fee

Appraisers

Conduct of Appraiser

Fee Review Appraiser Qualifications

Agreement for Appraisal Services

Contract for Appraisal Services

Contract Extensions

Appraisal Formats

Interest Being Appraised

Highest and Best Use

Land Valuation

Valuation of the Entire Tract

Valuation of the Remainder

Valuation of the Improvements

Completeness of Appraisal and Appraisal Report

Role of the Cost Consultant

The Role of the Review Appraiser

Establishment and Payment of Fees

Types of Appraisal Formats

Scope of Work

Form A

Form B

Form C

Estimate of Compensation

Personal Property

Signs

Items Excluded from Appraisals

Control of Access

Mineral Rights

Timber Value

Crop Value

Lease Interests

Fencing Valuation

Construction and Drainage Servitudes

Railroad Parcel Acquisition

Property Inspection with the Owner

Owner's Refusal to Permit Entry

Update of Appraisals

OVERVIEW OF THE PURPOSE OF THE APPRAISAL AND APPRAISAL REQUIREMENTS

The laws of Louisiana provide that compensation must be paid for the value of real property or rights taken. The value of the real property or rights taken must be based on the premise of the highest and best use or the most profitable, legal and likely use to which a property can be put. The opinion of such use may be based on the highest and most profitable continuous use for which the property is adapted or likely to be used for a reasonable future time. However, elements affecting value which depend upon events or a combination of events which, while possible, are not reasonably probable, should be excluded from consideration. Also, if the intended use is dependent upon an uncertain act of another person, the intention cannot be considered.

The Appraiser should perform an analysis of the market demand giving consideration to the highest and best use. Where a property is composed of more than a single highest and best use, the Appraiser must type, value and support each portion separately, i.e., front land/rear land highest and best uses. Where different use and values of property are being acquired, each use and corresponding value must be stated separately thereby complying with the state laws and compensating for the full value of the partial acquisitions. Based on the highest and best use, the Appraiser must set forth a reasonable and factual explanation indicating his/her support, reasoning and documented conclusions.

Compensation shall be based upon the provisions of Article I, Section 4 of the Louisiana Constitution of 1974, the provisions of R.S. 48:441 et seq. and the appropriate articles within the Code of Federal Regulations, 49 CFR Part 24 and 23 CFR Part 10.

All market data, comparable sales, forms, etc., which are referred to within the report and are pertinent to the fair market value of the property being appraised, shall be collected and cited for the project and ownership for which the appraisals are being written. Simply referring to data used for other projects or appraisals is not acceptable.

All recognized appraisal procedures and approaches to value: the cost approach, the market approach and the income approach, which apply to the property under appraisal, are to be considered by the Appraiser and utilized if found to be applicable. If an approach

is found not applicable to the property being appraised, there shall be included a concise and detailed reasoning as to its shortcomings. The Appraiser shall explain the reason(s) in the correlation of value as to why one or more approaches are more applicable to his/her estimate of market value and/or why the other approach or approaches are less applicable to the property being appraised.

Appraisals are to be prepared according to these requirements, which are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP). The LDOTD may have appraisal requirements that supplement USPAP and USAFLA.

The LDOTD acquiring real property has a legitimate role in contributing to the appraisal process, especially in developing the scope of work and defining the appraisal problem. The scope of work and development of an appraisal under these requirements depends on the complexity of the appraisal problem.

The LDOTD has the responsibility to assure that the appraisals it obtains are relevant to its program needs, reflect established and commonly accepted Federal and federally assisted program appraisal practice, and as a minimum, complies with the definitions of appraisal in 49 CFR § 24.2(a)(3) and the five following requirements:

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, and analysis of highest and best use, and at least a 5-year sales history of the property.

2. All relevant and reliable approaches to value consistent with established Federal and federally assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.

3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and

method of financing, and verification by a party involved in the transaction.

4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The LDOTD shall establish criteria for determining the minimum qualifications and competency of appraisers and review appraisers. Qualifications shall be consistent with the scope of work for the assignment. The LDOTD shall review the experience, education, training, certification/licensing, designation(s) and other qualifications of appraisers, and review appraisers, and use only those determined by the LDOTD to be qualified. If the LDOTD uses a contract appraiser to perform the appraisal, such appraiser shall be State licensed or certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq).

APPLICATION FOR APPROVAL AS FEE APPRAISER

Application must be submitted to the Real Estate Administrator prior to inclusion of said Appraiser on the LDOTD Approved Panel of Fee Appraisers. The form asks several general questions concerning the Appraiser's personal and appraisal background in order to gain insight into the Appraiser's experience, qualifications and training. If qualified, the Appraiser may complete that section of the application for inclusion within said application. Upon completion of the application and acceptance by the Appraisal Office, the Assistant Real Estate Administrator will recommend to the Real Estate Administrator that the Appraiser be placed on the Approved Panel of Fee Appraisers. Upon approval, the Assistant Real Estate Administrator will notify the Appraiser of his/her approval and request that the appraiser read and sign one (1) of two (2) copies of the Agreement for Appraisal Services and return a single copy to the Appraisal Office for processing.

QUALIFICATIONS OF FEE APPRAISERS

Upon the Appraiser's initial request for a Fee Appraiser Application Packet, the Assistant Real Estate Administrator will notify the Appraiser of the receipt of the request and provide the necessary forms to be completed. Those forms will include a letter stating the minimum requirements to be considered for employment by the LDOTD Appraisal Office. If the Appraiser meets the qualification requirements of the LDOTD and is approved for employment, he/she will be included on the Approved Panel of Fee Appraisers. The minimum requirements for acceptance of Fee Appraisers on the LDOTD's Approved Panel of Fee Appraisers are as follows:

1. The Appraiser must be a Certified Appraiser pursuant to the Louisiana Certified Real Estate Appraiser Law

Residential:

- a. Education Criteria: 120 hours of approved courses in subjects related to real estate appraisal which shall include 15 hours of the mandated National Uniform Standards of Professional Appraisal Practice (USPAP)

- b. Experience Criteria: A minimum of 2,500 hours (250 credit points) of appraisal experience obtained over a period of two calendar years.

- c. Examination Criteria: Must successfully complete the Residential Certified Appraiser Examination with a passing score of 75%. The education and testing requirements for a license as a Residential Certified Real Estate Appraiser must be satisfied prior to submission of the application for experience review.

General:

a. Education Criteria: 180 hours of approved courses in subjects related to real estate appraisal which shall include 15 hours of the mandated National Uniform Standards of Professional Appraisal Practice.

b. Experience Criteria: 3,000 hours (300 credit points) of appraisal experience over a period of three calendar years.

c. Examination Criteria: Must successfully complete the General Certified Appraiser Examination with a passing score of 75%. The education and testing requirements for a license as a General Certified Real Estate Appraiser must be satisfied prior to submission of the application for experience review

2. The Appraiser must follow the appraisal standards as set forth by the Uniform Standard of Professional Appraisal Practice (USPAP).

3. The Appraiser must follow the appraisal standards as set forth by the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

Many of the fee appraisal work required by the Department involves properties required for projects in which federal funds are utilized. Therefore, all reports must meet LDOTD and FHWA requirements for each project assigned.

CONDUCT OF APPRAISER

Each Fee Appraiser is a representative of the Louisiana Department of Transportation and Development. It is important that he/she be courteous and considerate in dealing with the property owners or their representatives. This is particularly important since the Appraiser may be the first LDOTD representative to make contact with the owners. The Appraiser shall include documentation to indicate the

date and extent of his contact with the property owners. Should the Appraiser fail to contact the owners, he/she shall document the efforts to locate the owners. It is recommended that contact be made initially by certified letter as a method of documentation. The Appraiser should not express to the owners, owner's representatives or any occupants an opinion relating to the value he/she might establish for this or any other properties upon the project.

FEE REVIEW APPRAISER QUALIFICATIONS:

Only those individuals on the Approved Panel of Fee Appraisers can be considered for fee review appraisal assignments. The minimum requirements for a Fee Review Appraiser are as follows:

1. The Appraiser must be a Certified General Appraiser pursuant to the Louisiana Certified Real Estate Appraiser Law;

General:

- a. Education Criteria: 180 hours of approved courses in subjects related to real estate appraisal which shall include 15 hours of the mandated National Uniform Standards of Professional Appraisal Practice.
- b. Experience Criteria: 3,000 hours (300 credit points) of appraisal experience over a period of three calendar years.
- c. Examination Criteria: Must successfully complete the General Certified Appraiser Examination with a passing score of 75%. The education and testing requirements for a license as a General Certified Real Estate Appraiser must be satisfied prior to submission of the application for experience review.

2. Must have a minimum of 4 years full time experience in appraising real property for a condemning authority.
3. Must have experience in appraising the types of properties within the scope of work for the project under consideration and/or any other requirements deemed relevant for the project under consideration.
4. The Appraiser must follow the appraisal standards as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP).
5. The appraiser must follow the appraisal standards as set forth by the Uniform Appraisal Standards for Federal Land Acquisitions.

Many of the fee appraisal work required by the Department involves properties required for projects in which federal funds are utilized. Therefore, all reports must meet LDOTD and FHWA requirements for each project assigned.

AGREEMENT FOR APPRAISAL SERVICES

The Agreement for Appraisal Services is a document which every Fee Appraiser employed by the LDOTD is required to sign. The agreement sets out the parameters within which the Department and the Appraiser will co-operate as well as sets forth the details and requirements that must be met within the appraisal report. The Appraiser should be very familiar with all of the requirements contained within this agreement. The signed form, after its execution, will be placed in the Appraiser's file and need not be re-signed with each contract.

CONTRACT FOR APPRAISAL SERVICES

The Contract for Appraisal Services is the form utilized by LDOTD in obtaining the services of Fee Appraisers on a given project. The contract sets forth the requirements for each appraisal requested and sets a completion date by which the assignment must be submitted.

The contract binds LDOTD and the Fee Appraiser until such time as the assignment is complete or the contract has been terminated. However, work on a contract should not begin until a ~Letter of Authorization” is received instructing the Appraiser to begin.

The Appraiser should examine the agreement in detail and should be particularly aware of the time element set up within the contract. The LDOTD operates its construction program through a schedule of contract letting and the Appraiser's failure to meet the time requirement of the contract can have damaging effects upon the overall completion of a project.

CONTRACT EXTENSIONS

It is the policy of LDOTD that contract completion dates shall not be extended past the original due date. However, while all due diligence should be taken to meet the contract requirements, it is sometimes necessary to extend a contract. Just cause must be documented by the Appraiser and a letter of request presented to the LDOTD Appraisal Office with adequate lead time to process the request through the appropriate channels prior to the contract completion date. In the event a completion date is not met and an extension has not been granted, the contract will be considered voided. Payment cannot be made for the outstanding appraisals. At the discretion of the Appraisal Office, it may become necessary to contract another Appraiser to complete the project assignment.

APPRAISAL FORMATS

Appraisals are to be reported, in most cases, on Forms A, B or C. Please refer to the format illustrations included within the body of this handbook.

All formats will include, but are not limited to, the applicable pages listed within the individual formats; a Certificate of the Appraiser, comparable sales and maps, improvements, floor plans and/or plot plans, flood maps, zoning maps, provided right of way maps, statement of limiting conditions, any references made during the report, a copy of the owner's notification letter, property inspection documentation and the Estimate of Compensation.

INTEREST BEING APPRAISED

The interest being appraised is full ownership, less mineral rights. Each appraisal will show an estimated value of the total interest held. No breakdown of individual interests, other than lease fee/leasehold interests, held in the ownership should be made except as specifically instructed by the LDOTD. However, servitude and/or similar encumbrances on properties being appraised should be investigated and reported within the appraisal report.

HIGHEST AND BEST USE

In an assignment, it is required that the appraiser fully analyze the highest and best use of a parcel and include that analysis within the appraisal report as a detailed and concise narrative. There are locations where the highest and best use is obvious. At other locations, evaluation for highest and best use renders limited possibilities. If that is the case and a detailed analysis is not warranted, a less detailed written analysis is acceptable.

In cases where it is necessary to estimate the highest and best use of an improved parcel, the focus is on the existing use as well as all potential alternate uses. To correctly accomplish the goal, the Appraiser must analyze the highest and best use as improved **and** as vacant.

Often, the existing use will be the highest and best use and that conclusion may be clearly obvious to the Appraiser. The discussion within the report need not be as detailed as with a different or changing highest and best use.

The support of the Appraiser's opinion is most critical in the not so obvious situations when the Appraiser may need to respond to inquiries by the Reviewer Appraiser or an Attorney. Because the highest and best use determinations effect the value conclusion, an unsupported estimate of the highest and best use may lead to unnecessary and costly litigation for both the LDOTD and the property owners.

When the highest and best use is estimated to be different from the existing use, the Appraiser is essentially concluding that the present improvements no longer provide an acceptable return of the investment for that purpose. This generally occurs when the value of land in an area, due to changing conditions, increases to such a degree that it approaches or exceeds the value as improved. In cases such as this, a

detailed analysis and discussion will be required utilizing accepted appraisal techniques.

The Appraiser must substantiate the existence of demand for the proposed use; that the physical features of the property would accommodate that use; that the use is compatible with zoning requirements or a reasonable probability exists for re-zoning and there are no restrictions that would preclude that use.

Another item for consideration within the highest and best use evaluation is the recognition and adherence to the "Consistent Use Theory". Basically, a property in transition to another use cannot be valued on the basis of one use for the land and another for the improvements. This may introduce the possibility of an interim use. Sometimes an improvement is not the proper improvement to maximize the value of the whole property. There may be some type of interim use of that improvement which may be utilized until such time as the land can be put to its highest and best use. This improvement may be valued by ascertaining the amount of temporary income derived during the interim period or a value based upon the use of the interim improvement for another highest and best use until a proper improvement can be justified.

LAND VALUATION

For the determination of land values, a careful and thorough investigation of sales of nearby comparable lands is to be made. The report is to include sufficient information to show that the appraised values of land are adequate, reasonable and well supported by actual comparable sales. Any adjustments made to a comparable sale will be fully supported and soundly reasoned based upon facts gathered within the local real estate market of the project assignment. In the case of a special use property or a limited local market, the Appraiser may search for comparable data and utilize any data located outside of the actual market area of the subject project. These requirements apply to an after value appraisal as well.

When an Appraiser is assigned to a project, he/she will be required to compile and submit all comparable sales data to the LDOTD Appraisal Office. This is generally referred to as the Master Binder. This Master Binder will be submitted by a prearranged date as set out in the Contract for Appraisal Services or verbally agreed upon between the Review Appraiser and the Fee Appraiser.

The LDOTD Appraisal Office may furnish market data forms to the Appraiser upon request. These forms are to be used in all cases to report the market data information developed by the Appraiser. The Appraisers may develop their own forms but must include the information required within the LDOTD form.

It is not considered improper for an Appraiser to obtain information about a sale from another Appraiser provided the information is limited to factual information such as Vendor, Vendee, consideration, recordation, date of sale and legal description. The comparable information received from another Appraiser should not include any analysis of the comparable sales, i.e., breakdown of land and improvements, analysis of a time factor or any other adjustment. The Appraiser of record through verification or their own judgment must determine those items. This verification must be made with a party to the sale, i.e., seller, buyer, the closing agency, the broker handling the transaction and the verification of recordation which is the only avenue of verification not based upon statements of persons other than the Appraiser(UASFLA section B-4, page 38)(49CFR, part 24, subpart B, 24.103).

VALUATION OF THE ENTIRE TRACT

The value determined for an entire tract is to be the value before the acquisition of the required right of way absent of any influence of the proposed project construction. The estimated value shall be as of the date of the appraisal study unless the Appraiser is otherwise instructed by the project Review Appraiser or within the Contract for Appraisal Services.

Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, is to be disregarded in determining the compensation for the required property.

Under most circumstances, the value estimate is to include the entire tract, based upon the highest and best use, and is to include **all** items of real property unless instructed otherwise within the Contract for Appraisal Services. The Appraiser may include only a portion of a whole property if, in the highest and best use determination, he/she

finds that the portion of the ownership affected by the acquisition is a separate "Economic Use Tract"; the determination is supported and clearly understandable; and the Review Appraiser concurs in the determination.

VALUATION OF THE REMAINDER

The value estimate attributed to the remainder is a separate and singular appraisal problem. The Appraiser is required to perform a complete appraisal of the remainder.

Reference may be made to factual data contained within the ~before~ appraisal as it pertains to the ~after~ appraisal. However, the Appraiser is to separately analyze and document the data to form his/her conclusions within the ~after~ appraisal.

The estimated value of the remainder is to be a realistic appraisal of value. It is required that the Appraiser employ all three (3) approaches when they are applicable to the appraisal problem. If and when an approach is not considered applicable, justification shall be provided.

The remainder value is not simply a value representing the difference between the value of an entire tract or use tract less the value of the required right of way, but is a well-supported and carefully analyzed value estimate.

VALUATION OF THE IMPROVEMENTS

When buildings or other improvements are located partially or wholly within the proposed right of way, the appraisal is to be made on the basis that the LDOTD will purchase the improvements. In only a few rare situations will an appraisal be made on the basis of the purchase of a portion of a major improvement or the cost to relocate a major improvement on site. In such situations, the appraisal report is to fully explain the justification for not buying the entire building. In assigning appraisals, the project Review Appraiser will specify whether an improvement will be purchased or a cost-to-cure will be provided for the Appraiser's use.

In the case of a severed building that is not specified as a whole acquisition, the Appraiser shall include within the report the cost to restore the remaining improvement to its former utility and usefulness.

A cost-to-cure does not necessarily alleviate other damages to an improvement or a remainder. Other damages may include a loss of utility or a change in access.

In some instances, an improvement is located substantially outside of the right of way with only a minor portion projecting into the required area and removal of the portion within the right of way would leave the major portion of the building reasonably suitable for use on the remaining site. When estimating damages under this scenario, the Appraiser will be required to consider the more feasible of the two (2) following possibilities:

1. The remainder of the improvements may possibly remain adjacent to the right of way line with a possible loss of value due to its position relative to the new right of way coupled with other possible damages as discussed above; or
2. The entire improvement may be moved to a more advantageous location on the remaining site. In this case, the damage estimate would be based on the cost of moving the improvement and restoring it to a new location. These costs will not exceed the damages which would occur if the basis of the estimate were a cost to re-face a portion of the improvement located within the right of way nor will they exceed the cost to purchase the improvement as a whole.

The Appraiser is to fully analyze each scenario and follow the path that is the most cost effective in order to restore the owner to a position equal to that ~before~ the acquisition. However, it will rarely be requested that a ~cut and re-face~ or ~move back~ cure be used. These types of cures will be utilized in only very special cases where other, better accepted methods could not be utilized.

There may be within the proposed taking items that would be classified as part of the realty. These items may include machinery, fixtures, pumps, underground tanks, and water or air lines, pump islands, etc. These items may be the property of a lessor or a lessee. If the appraiser's assignment is to include these types of items, the items shall be valued based upon their contributory value to the whole property. If these items are determined to be a liability, then the value

estimate should reflect that determination as well. The determination as to which items will be included within the report will be made by the project Review Appraiser with the input of the Appraiser.

It is expected that Appraisers employed by LDOTD will be qualified to estimate the cost of improvements generally encountered such as residences and appurtenant improvements. The issuance of a contract by LDOTD is sufficient evidence of the Department's approval of the Appraiser's expertise in such circumstances. However, in certain instances where high value improvements are to be acquired or affected, the LDOTD may obtain and furnish to the Appraiser reproduction and/or replacement costs and/or cost-to-cure estimates by special agreement with a building contractor, professional engineer, registered surveyor, cost estimator or other specialist. In such cases, the use of special Consultants will be provided for in a separate employment agreement in which the Consultant is identified and provisions made for the Consultant to be available for testimony in the event of condemnation proceedings. All required materials will be provided to the Appraiser for use within the appraisal report, if the Appraiser so chooses.

Unless specifically provided for in the Contract for Appraisal Services, the LDOTD will not pay additional amounts above the fee per parcel established for services to compensate for quotes or services of contractors or other specialists obtained by the Appraiser. The fee of the Appraiser is to compensate for providing a complete appraisal satisfactory to the purpose of the LDOTD. The appraisal report shall comply with the Agreement for Appraisal Services and the Contract for Appraisal Services as stated. Any findings of a Consultant employed to aid in making an appraisal must be included and clearly identified within the appraisal report if accepted by the Appraiser. If the findings of the Consultant are not acceptable to the Appraiser, he/she will include their own supported estimate or the justification for providing items which are not utilized.

A partial acquisition may result in damages to a remainder property that may be reduced or eliminated by construction of access roads, relocation of driveways or some other design modification. When the Appraiser feels justified in requesting a study to determine the feasibility of such modification, he/she may make a request to the Project Review Appraiser for such modification. When merited, the LDOTD will provide the Appraiser with the engineering and

construction costs to be weighed against damage items as they may be mitigated. This procedure is intended to assure a realistic estimate of damage based upon cost to cure estimates which may or may not be practical from an engineering standpoint.

COMPLETENESS OF APPRAISAL AND APPRAISAL REPORTS

The investigation is to be thorough and the appraisal report is to furnish adequate and reasonable information that fully explains and justifies determinations contained within the appraisal report.

The Appraiser must complete all applicable appraisal criteria in accordance with the LDOTD requirements and USPAP and UASFLA as set forth in the Agreement for Appraisal Services. Any departure shall require full justification.

The fee appraisal work required by the LDOTD involves properties required for projects in which federal or state funds are utilized. Therefore, all reports must meet FHWA requirements for each project assigned.

ROLE OF THE COST CONSULTANT

Quite often it becomes necessary for the Appraisal Office to contract the services of individuals other than appraisal experts. More often than not those persons are Cost Consultants. These Consultants are those who are trained and/or experienced in the construction industry with knowledge of and access to construction costs and related areas of expertise. The Consultant may be asked to provide such items as reproduction and replacement costs, cost to cure items damaged by the required acquisition or costs for comparison purposes which would not be included within an appraisal report. The Cost Consultant is there to provide a service to the Appraiser and LDOTD and should provide costs as requested and in conjunction with all other Consultants that will utilize the estimate. The Cost Consultant is responsible to the project Review Appraiser as well as the Appraiser(s) of record.

The Cost Consultant is to work hand in hand with the Appraiser and Review Appraiser. Although he is the most qualified to judge construction costs, the Appraiser is the person responsible for all values used within the appraisal report.

Just like the Appraiser, the Cost Consultant is required to contact all property owners and allow them the opportunity to accompany the Consultant during the property inspection. In the case of the Cost Consultant, it is absolutely necessary to inspect all improvements due to the nature of the assignment. Only in very rare situations would it be possible to complete a consultant assignment without, at least, a rudimentary inspection of improvements. This would only be acceptable when an owner refuses entrance upon the subject site or within the subject improvements.

As mentioned earlier, the responsibility for the use of a cost estimate, whether replacement cost, reproduction cost, cost to cure or other cost assignment belongs to the Appraiser. Therefore, it is absolutely necessary that the Appraiser and the Cost Consultant work together. The Cost Consultant is responsible for the estimated costs where reproduction and replacement is concerned.

However, he and the Appraiser must agree on the factual data such as the size of the improvement, location upon the site, minor improvements, etc. When a cost to cure is required, the Cost Consultant must provide a method of cure that is agreeable to both the Appraiser and Review Appraiser in order for the assignment to be considered as acceptable and payment made. Therefore, the Cost Consultant and the Appraiser(s) should inspect the subject property together, if possible, and at the least confer and compare factual data and proposed cures prior to submission of the contracted estimate for review. The provided reports shall contain a breakdown of the components required in a reproduction, replacement or cost to cure estimate and will quote a source of justification for said costs. Utilization of Marshall and Swift only is NOT acceptable. Therefore, when the costs provided are utilized by the Appraiser, it is required that the Cost Consultant's report be included within the appraisal report.

The Appraiser, as the one ultimately responsible for the costs quoted within his/her report will contact the Review Appraiser should a provided cost estimate not be suitable for inclusion within an appraisal report. However, the Review Appraiser should have made a determination prior to receipt of said report by the Appraiser. The Review Appraiser will then contact the Consultant and discuss the situation and the Appraiser's concerns. Should it be found that revision is warranted, the Cost Consultant will be responsible for that revision. Payment for services rendered will be withheld until such time as acceptable revisions or corrections are submitted.

THE ROLE OF THE REVIEW APPRAISER

The Review Appraiser, whether Staff or Consultant, has an important function and duty to his employer and is an essential element in the overall valuation procedure. The duties involved in the acceptable performance of his job include but are not limited to the following:

1. Determines the scope of work for all fee consultants and/or staff utilized in the appraisal process. This includes appraisers, cost consultants, foresters, hydrologists, geologists, accountants, etc.
2. Provides contracts for all consultants based upon the determination of the scope of work.
3. Supervises the appraisers and all other fee consultants employed for the duration of appraisal process.
4. Insure that all reports utilized meet all applicable standards, policies, laws and regulations at both the state and federal levels.
5. Verifies all data used in the appraisal reports with the appraisers providing the reports. This is to include inspecting subject properties and comparable sales.
6. Substantiates that all factual data submitted by the appraisers is consistent. If not, the Reviewer is to determine the correct data and have the discrepancies revised.
7. Appraisal reports and/or other reports required for the appraisal process are approved only when it is determined the reports meet all laws, regulations, policies, procedures, etc. The Review Appraiser shall have all discrepancies or problems rectified prior to approving appraisal reports for negotiation. Reports that do not meet

the qualifications shall not be approved and payment will not be forthcoming.

8. The Review Appraiser insures that value determinations are consistent based upon the criteria set forth to determine the market value of the properties being appraised. Inconsistencies shall always be corrected.

9. Documentation of the review process shall be maintained within the project files.

10. The reviewer recommends the compensation due the property owner based upon the conforming reports provided. In the event the department utilizes a contract review appraiser, it will be understood the department shall approve the Estimate of Compensation.

11. Review Appraisers are also responsible for the inspection and approval of review assignments contracted to Consultant Review Appraisers. This duty involves assuring the review is conducted in the manner stated above.

A qualified review appraiser shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a)(3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA and support the appraiser's opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions. The review appraiser shall identify each appraisal report as recommended (as the basis for the establishment of the amount believed to be compensation), accepted (meets all requirements, but not selected as recommended or approved), or not accepted. If authorized by the LDOTD to do so, the staff review appraiser shall also approve the appraisal (as the basis for the establishment of the amount believed to be compensation), and, if also authorized to do so, develop and report the amount believed to be compensation.

If the review appraiser is unable to recommend (or approve) an appraisal as an adequate basis for the establishment of the offer of compensation, and it is determined by the acquiring LDOTD that it is not practical to obtain an additional appraisal, the review appraiser may, as part of the review, present and analyze market information in conformance with § 24.103 to support a recommended (or approved) value.

The review appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived at during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the review appraiser's report. The review appraiser shall also prepare a signed certification that states the parameters of the review. The certification shall state the approved value, and, if the review appraiser is authorized to do so the amount believed to be compensation for the acquisition.

In short, the Review Appraiser recommends compensation, clarifies and corrects appraisal deficiencies, corroborates the Appraiser's conclusions, performs professional technical assistance to his employer, secures proper performance from the Appraiser, documents the review performance, gives final organization approval regarding appraisal and valuation matters, operates in an autonomous position not subject to directed reviews, confers with management on valuation matters and is fully knowledgeable as to the requirements, problems and objectives of the organization he represents.

ESTABLISHMENT AND PAYMENT OF FEES

Appraisal fees shall be established by the project Review Appraiser based upon a fee estimate compiled during on-site inspection of the subject project. Concurrence will be obtained from the Appraiser prior to submission of a Contract for Appraisal Services. The fee schedule will be contained within the Contract for Appraisal Services and will delineate between the fee for individual reports and the total contract fee established for the subject project.

Invoices submitted by the Appraiser shall consist of three (3) copies or one (1) if submitted electronically (e-mail). Each shall include the date, state project number, federal aid project number (if applicable), project title, route number and parish. Please note that the invoice must delineate between projects and parcels assigned to that

particularly project. Also required within the invoice will be the contracted fee for each report submitted for disposition, a statement that payment has not been received for the submitted invoice and the Appraiser's signature. A digital signature may be used for all forms submitted.

The LDOTD Appraisal Office will not process any invoice submitted by an Appraiser for Consultant Services rendered the LDOTD unless the fee has been previously established by written contract, approved by all necessary parties and authorization to proceed has been forwarded to the consultant. Invoices may not be dated or forwarded to LDOTD prior to the authorization date established within the Authorization to Proceed form letter forwarded to the Appraiser by the LDOTD Real Estate Administrator.

In addition, no invoice will be paid prior to the project Review Appraiser's approval of the individual reports submitted, having found them to be satisfactory to the requirements of LDOTD as stated within the Contract for Appraisal Services and the Agreement for Appraisal Services. Any individual report found not to meet the necessary requirements as set forth shall be corrected by the Appraiser to the satisfaction of the project Review Appraiser prior to payment of the agreed upon fee for that particular ownership. No payment will be made for reports submitted following the contracted assignment completion date. At that point, the contract is voided and a new contract must be approved and authorization received through the established channels prior to payment.

TYPES OF APPRAISAL FORMATS

Upon the receipt of approved right of way plans, the assigned project Review Appraiser will make an on-site inspection and examination of each parcel on the project. Based upon that inspection, the Review Appraiser will determine which appraisal format shall be necessary for each parcel or parcels based upon the complexity of the appraisal problem. That determination will include:

- (1). The number of appraisals.
- (2). The format of appraisals.
- (3). The estimated fees.
- (4). The estimated appraisal contract completion date.

The Contract for Appraisal Services will set out the parcel number, fee and the format for each appraisal to be made.

SCOPE OF WORK

The scope of work statement should include the purpose and/or function of the appraisal, a definition of the estate being appraised (if it is fair market value, include its applicable definition), and the assumptions and limiting conditions affecting the appraisal. The term “scope of work” defines the general parameters of the appraisal. It reflects the needs of the LDOTD and the requirements of Federal and federally-assisted program appraisal practice. It should be developed cooperatively by the assigned appraiser and an LDOTD official who is competent to both represent the Department’s needs and respect valid appraisal practice. The scope of work statement should include the purpose and/or function of the appraisal, a definition of the estate being appraised, and if it is market value, its applicable definition, and the assumptions and limiting conditions affecting the appraisal. It may include parameters for the data search and identification of the technology, including approaches to value, to be used to analyze the data. The scope of work should consider the specific requirements in 49 CFR 24.103(a) (1) through (5) and address them as appropriate. Section 24.103(a)(1). The appraisal report should identify the items considered in the appraisal to be real property as well as those identified as personal property. Section 24.103(a)(2). All relevant and reliable approaches to value are to be used. However, where an Department determines that the sales comparison approach will be adequate by itself and yield credible appraisal results because of the type of property being appraised and the availability of sales data, it may limit the appraisal assignment to the sales comparison approach. This should be reflected in the scope of work.

FORM A

The form is designed as a complete, detailed appraisal of an ownership, including all land and improvements, using all applicable approaches. In effect, this is two (2) separate appraisals, ~before~ the acquisition and ~after~ the acquisition, pertaining to partial acquisitions only. Each segment, before and after, is to be completed in detail and separate from the other. All approaches to value are to be

utilized in detail when applicable. Any feasibility study shall be included within the report.

This form will include the following pages or reasonable facsimiles of them within the report. All pages from the Title page to the required exhibits shall be included. At the discretion of the Appraiser, additional pages may be included. The following pages required are:

(Before Acquisition Analysis)

Title Page

Table of Contents

Letter of Transmittal

Summary of Salient Facts and Conclusions

Basis for Summary of Fair Market Value

Title Data

Discussion of the Appraisal Problem

Photos of the Subject Property

Neighborhood Data

Site Data

Statement of Highest and Best Use

Comparable Land Sales and Listings Analysis

Correlation and Indication of Land Value

Improvements

Floor Plan

Cost Data Approach to Value

Source and Justification of the Cost Approach

Market Data Approach to Value

Income Data Approach to Value

Correlation of the Whole Property Value and Allocation of Value

Required Right of Way

(After Acquisition Analysis)

Site Data

Statement of Highest and Best Use

Comparable Land Sales and Listings Analysis

Correlation and Indication of Land Value

Improvements

Floor Plan

Cost Data Approach
Source and Justification of the Cost Approach
Market Data Approach to value
Income Data Approach
Correlation of the After Value and Allocation of Value
Analysis of Other Considerations (Additional Compensation)
Final Estimate of Value
Certificate of the Appraiser
Addenda
 Assumptions and Limiting Conditions
 Vicinity, Strip and Remainder Maps
 Property Inspection Report
 Owner Notification Letter
 FIRM Maps
 Comparable sales and maps
 Zoning Maps (if applicable)
 Estimate of Compensation
 Others at the discretion of the Appraiser and/or Review

Appraiser

FORM B

The form is designed as a complete, detailed appraisal of an entire ownership, including all land and improvements using all applicable approaches unless instructed to do otherwise by the project Review Appraiser. This format is utilized most often to value an ownership that will be totally within a required area.

The following pages shall be required within the form. Other pages may be included at the discretion of the Appraiser:

Title Page
Table of Contents
Letter of Transmittal
Summary of Salient Facts and Conclusions
Basis for summary of Fair Market Value
Title Data
Discussion of the Appraisal Problem
Photos of the Subject Property
Neighborhood Data
Site Data

Statement of Highest and Best Use
Comparable Land Sales and Listings Analysis
Correlation and Indication of Land Value
Improvements
Floor Plan
Market Data Approach to Value
Income Data Approach to Value
Cost Data Approach to Value
Source and Justification of the Cost Approach
Correlation of the Whole Property Value and Allocation of Value
Required Right of Way
Analysis of Other Considerations (Additional Compensation)
Final Estimate of Value
Certificate of the Appraiser
Addenda
 Assumptions and Limiting Conditions
 Vicinity, Strip and Remainder Maps
 Property Inspection Report
 Owner Notification Letter
 FIRM Maps
 Comparable sales and maps
 Zoning Maps (if applicable)
 Estimate of Compensation
 Others at the discretion of the Appraiser and/or Review Appraiser

FORM C

The form is designed to be used only on simple acquisitions. The form does not require detailed discussions of the items listed, but the determinations made by the Appraiser must be conclusive and based upon market support.

If during the appraisal assignment the Appraiser finds that there are damages or benefits to the ownership by reason of the project, the Appraiser is not to proceed with Form C but is to notify the project Review Appraiser. The Review Appraiser will then decide which form to utilize and will amend the appraisal contract to reflect those changes by format and fee schedule. Furthermore, when utilizing this form, it will be necessary for the Appraiser to include the following statement

within the body of the Certificate: ~No damages or loss to the remainder of the Owner's property resulted from this partial acquisition, therefore, pursuant to LA. R.S. 48:453 B, no after appraisal is required.~

The following pages are to be included within the report and may include others upon the discretion of the Appraiser:

- Title Page
- Table of Contents
- Letter of Transmittal
- Summary of Salient Facts and Conclusions
- Basis for Summary of Fair Market Value
- Title Data
- Photos of the Subject Property
- Neighborhood Data
- Site Data
- Statement of Highest and Best Use
- Comparable Land Sales and Analysis
- Correlation of Land Value
- Required Right of Way
- Certificate of the Appraiser
- Addenda
- Assumptions and Limiting Conditions
- Vicinity, Strip and Remainder Maps
- Property Inspection Report
- Owner Notification Letter
- FIRM Maps
- Comparable sales and maps
- Zoning Maps (if applicable)
- Estimate of Compensation
- Others at the discretion of the Appraiser and/or Review Appraiser

All of the above-described forms are guides for submittal of acceptable reports. The Appraiser may develop his/her own form, within reason. However, the form developed **must** include the information and detail required above and should be of the same basic format.

ESTIMATE OF COMPENSATION

The Appraiser is to submit a Certificate of Estimate of Compensation as denoted by LDOTD. The certificate will state the estimated compensation due the owner for a particular acquisition. This form will be included within the addenda of the appraisal report for the use of LDOTD's Legal Division when filing suit, when necessary. Other copies of this form may be forwarded to the Project Review Appraiser to be placed in the project file for later use.

PERSONAL PROPERTY

The appraisal report should identify the items considered in the appraisal to be real property, as well as those identified as personal property.

SIGNS

When estimating the market value of on-Site Advertising signs for businesses, whether owner occupied or not, the market value of the sign will be determined by the Appraiser (ex.: $RCN - DEPR. = MV$).

Off-site advertising signs (billboard) values are determined by the Appraiser based upon the market value (ex.: $RCN - DEPR. = MV$). The Review Appraiser will then provide, with the help of a Construction Cost Consultant, the replacement cost new of this type of sign to be included within the recommended offer as per LDOTD policy. If the sign can not be replaced; then, other means of valuation may be utilized.

ITEMS EXCLUDED FROM APPRAISALS

Typically, moving expenses of owners and tenants rightfully in possession of real estate are reimbursable in accordance with the Louisiana Relocation Assistance Law which provides for the reasonable expenses of moving personal property. The actual cost of moving expenses is provided by the relocation assistance officer for use of the property owners or tenants, and is not determined by the appraiser. Therefore, no moving expenses for personal property should be included within the appraisal report under normal circumstances.

The following items should be excluded from the appraisal report:

1. Moving expenses for personal property;
2. Estimated costs of relocations; or
3. Adjustments or repairs of such items as public utilities, service connections for water, sewer, mobile homes additions, etc., which will be caused by the required acquisition unless those costs are included within the Contract for Appraisal Services as “cost-to-cure” items.

CONTROL OF ACCESS

Within the Contract for Appraisal Services, the project Review Appraiser will instruct the Appraiser which appraisal format to use in the valuation of ownership's affected by control of access. The Appraiser, in most circumstances will analyze the effects of control of access after the acquisition in much the same way as any ~before and after~ appraisal problem. A full analysis with all due documentation as to findings shall be included within the report.

All due diligence will be taken in consideration of the possible or probable use of a remainder that is influenced by control of access. The Appraiser should acquaint himself fully with LDOTD's and the Owner's rights concerning access control and the legal determination as to the compensability or non-compensability for instances where LDOTD exercises this control. The Appraiser should consult with LDOTD through the Review Appraiser, Project Engineers, District Managers, the Legal Division, etc.

MINERAL RIGHTS

The LDOTD and the State of Louisiana do not generally acquire mineral rights. The property owner will retain the mineral rights beneath the area conveyed to the state. While the owner will be prohibited from exploring or drilling for or mining for oil, gas or other minerals of any kind within the area acquired, the owner may employ directional drilling from adjacent lands to extract such minerals, if

possible. In cases where solid minerals are affected, i.e. those other than oil and gas, the appraiser, with the concurrence of the Review Appraiser, is to provide values for the affected minerals.

In some situations or markets, it may be typical to transfer mineral rights. If that occurs, the appraiser is to analyze the value of the rights transferred through the use of market sales and make adjustments, if warranted.

TIMBER VALUE

For assignments in which timber-producing lands are involved, particularly in areas where timber is grown for commercial purposes, it will generally be necessary to value the land and the timber separately. In some instances, it may become the responsibility of the appraiser to abstract the timber and land value from market sales of whole property timberland tracts. However, due to the specialized nature of timber appraisal, the LDOTD will most often secure the services of a Registered Forester to supply the value of timber upon a project or particular site. In those instances, the appraiser will provide the value of the raw land and include the value of the timber, as provided by the forester, within the report.

In situations where the appraiser determines that the highest and best use of a tract is a greater use than timberland, the value of the timber will nevertheless be included within the report as an improvement item. However, at the appraiser's and Review Appraiser's discretion, the contributory value to the "highest and best use" may be zero.

CROP VALUE

Prior to appraisal assignments, a determination shall be made by LDOTD Real Estate Titles and Acquisition personnel stating whether there is sufficient time prior to the right-of-way acquisition to allow harvesting of crops planted within the required area. If there is adequate time, the Real Estate Titles and Acquisition personnel will not be required to consider the compensation for crops. If time is limited, the Real Estate Titles and Acquisition personnel will estimate the value of the crop, and that sum will be included in the approved offer. Typically, the appraiser will not be involved in estimating the value of

crops unless specifically requested to do so by the Project Review Appraiser.

LEASE INTERESTS

The Appraiser is to inquire into the lease of subject properties whenever that possibility exists. That inquiry most particularly applies to improvements owned by a lessee. A review of a lease will be made by the Appraiser so as to familiarize himself/herself with the terms and conditions of the lease. Any findings or conclusions shall be included within the appraisal report.

The Appraiser is to value the whole property and is to establish the value to be assigned to each interest in that ownership. The Appraiser is to value all lease fee and leasehold interests and is to provide a breakdown of those values within the appraisal report to include the portion acquired and estimated damages, should they apply.

In situations where a lease is recorded, that information will be supplied the Appraiser within the provided Title Research Report. Discovery of unrecorded leases are the responsibility of the Appraiser. The Appraiser shall inquire as to the existence of such leases and shall provide an opportunity for such disclosure to the property owner within the required Owner Notification Letter.

FENCING VALUE

Front fencing owned by the property Owner is to be bought or replaced if it is of contributory value to the land. Front farm/ranch fencing will normally be replaced or rebuilt by the project Construction Contractor on the Owner's property in order to restore the enclosure.

Side (cross) fencing will be removed and will not be replaced. Compensation will be paid for said fencing. **All fencing**, whether front or side, is to be valued within the report and delineated by parcel and orientation.

Special purpose/ornamental fencing is to be compensated at cost new or replacement cost when it is feasible to replace. However, if the fence will not be replaced by the owner or cannot be replaced due to the acquisition, the depreciated cost or market value is to be utilized within the compensation estimate. This shall always apply to side fencing which, by its nature, cannot be replaced. If the right of way is acquired by expropriation, the value is deposited in the registry of the

court. In either instance, the existing fence will be removed by the project Construction Contractor.

All fences constructed on controlled access highways for the purpose of controlling access will be built and maintained by LDOTD. Fences built along frontage roads or cross roads on controlled access facilities for the benefit of the property owner will be built off the highway right of way and will be maintained by the property Owner.

CONSTRUCTION AND DRAINAGE SERVITUDES

There are two (2) types of servitudes commonly encountered by the Appraiser that must be included in the valuation process of the appraisal. They are the ~construction~ servitude and the ~drainage~ servitude.

The construction servitude is a temporary servitude providing access for construction purposes to areas outside the required right of way. The compensation for this servitude is based upon the estimated unit land value multiplied by a rate set by the Appraiser. That figure is then multiplied by the area within the servitude. The rate utilized is a rate of return that is consistent with investment return rates commonly accepted within the current local market. The Appraiser is to apply the calculated estimate for a four (4) year term based upon a yearly rental. That total rental is to be included within the estimate of the compensation.

The drainage servitude is a permanent servitude acquiring a number of rights. The acquisition partially includes right of entry and subsurface rights other than mineral rights. The ownership is greatly limited by the nature of the usage and compensation will be greater than that estimated for the construction servitude. The process of calculation is identical to that of the construction servitude, however, the rate utilized will be based on the permanent loss of rights. Generally, eighty (80%) per cent to (90%) per cent rates will be used. Ultimately, the Appraiser will decide upon the value of the rights taken and to what extent they will be permanently lost. This value will be included within the estimate of the compensation. In circumstances where a remaining area of an ownership is damaged due to a partial acquisition, estimated damages to any permanent servitude will apply only to that portion of the Bundle of Rights that remain after the acquisition of the rights required of the servitude.

RAILROAD PARCEL ACQUISITION

LDOTD will pay the appraised market value of interest acquired from railroad companies for any additional right of way required from their right of way property.

Railroad parcels will be divided into two (2) categories. One (1) will be designated an RR parcel at railroad crossings. Any other takings from railroad properties will have a normal parcel identification of which we will offer the estimated market value for interest acquired. LDOTD will acquire the RR parcels as a right of way servitude with the Railroad Company retaining their rights for railroad passage at our proposed joint crossings. Designation and appraisal of the railroad acquisition at crossings as servitudes is to allow the compensation for only those rights acquired. Only those rights acquired should be compensated for within the appraisal.

The LDOTD Appraisal Office is responsible for establishing the value of the various types of railroad acquisitions. The appraisal of railroad properties is based on market value and the interest acquired from the railroad companies. The Appraiser should take into consideration the following:

1. Size and shape of the railroad ownership;
2. Topography;
3. Location;
4. Adjoining usage;
5. Value of the required area before construction versus value after construction; and
6. Any adverse effect that the acquisition will have on the utility of the property.

These types of acquisitions from railroad properties will be appraised as follows:

1. At crossings, the LDOTD will obtain a bundle of rights similar to the rights which the railroad company will be retaining. In most cases, the appraisal of a right of way crossing should reflect a value range of zero (0) to a maximum of fifty (50) per cent of fair market value. However, the actual percentage of value will be estimated by the Appraiser. The type of construction at crossings could have a varying effect upon the percentage

utilized. The different types of construction at crossings are as follows:

a. Grade crossings are those where railroad tracks and proposed roadways are at the same level. This type of construction could have the greatest effect upon the utility of the property.

b. Above grade construction or an overpass should have little effect on the utility. However, consideration should be given to pier placement and its adverse effects, if any, on the railroad property.

c. Below grade construction or an underpass is the third type of possible construction at crossings.

2. All other acquisitions from railroad right of way in excess of crossings shall be appraised and the estimated market value will be offered in relation to the interest that the LDOTD acquires. In most cases, the LDOTD will appraise and offer one-hundred (100) per cent of market value. However, in the case of servitude acquisition, the LDOTD will offer compensation in accordance with the interest estimated to be acquired by the Appraiser.

PROPERTY INSPECTION WITH THE OWNER(S)

A reasonable effort shall be made to contact and meet with the owners or their designated representatives in order to afford them the opportunity to accompany the appraiser on inspection of the property being appraised. The appraiser is not obligated to meet the owner at any place other than the property being appraised or the nearest point of public access to the property being appraised.

Tasks for the Appraiser to Perform in Making Contact with the Owner(s)

1. Mail a form letter along with a stamped, addressed return envelope. All Owners listed on provided title research reports are to be afforded an opportunity to meet. A copy will be forwarded to the District Real Estate Manager, the project Review Appraiser and included within the appraisal report. It is recommended that the letter to the Owners be transmitted by Certified Mail.

2. Telephone contact is acceptable if it is followed by a detailed written report of Owner contact including the name of the person(s) contacted, time of meeting and date. Copies must be sent to the District Real Estate Manager, project Review Appraiser, and included within the appraisal report.

The site inspection shall not be made until the following criteria are met.

1. A meeting is scheduled with the Owner(s) or;
 2. The Owner(s) replies that he/she/they do not wish to accompany the Appraiser on the site inspection or;
 3. Three (3) weeks have passed since the date of the notification letter mailing to the Owner(s), there is no reply and the letter is not returned ~undeliverable~.

OWNERS REFUSAL TO PERMIT ENTRY

There may be times when a property owner refuses to permit appraisers employed by LDOTD to enter the property for an on-site inspection, measurement, photography or interview. There is a standard procedure to follow if this should happen.

The Appraiser should stay off of the property but shall make every effort to examine the property from as many vantage points as possible. The Appraiser shall make a careful inspection of all available records including ASCS maps and aerial photographs, U.S. Geodetic Survey contour maps, tax records, building inspector records, etc. As many and varied photos should be taken as deemed prudent.

As a matter of procedure, the Appraiser will notify the project Review Appraiser of the situation and clearly set forth that he/she was not permitted to enter upon the property and that the report is predicated upon certain assumptions. Those assumptions shall be noted. Also to be listed will be the sources of information used as a basis for those assumptions.

When the appraisal report is forwarded to the Appraisal Office for review, a determination will be made by the project Review Appraiser whether or not to pursue legal action to obtain access to the property. The project Review Appraiser will make every effort to inspect the property from any vantage point possible prior to forwarding a recommendation of action.

When the appraisal is approved and the recommended offer is furnished for processing, negotiation will be initiated on that basis. The Real Estate Titles and Acquisition Agent conducting the negotiations will make every reasonable effort to observe the property in question for the purpose of further verification of the Appraiser's assumptions. If radical variation appears to exist, the Appraisal Office will be advised before continuing the negotiations. If the recommended offer is not accepted, eminent domain proceedings will be resorted to and entry by court order will be obtained at that time.

UPDATE OF APPRAISALS

Occasionally, it may become necessary for the Appraiser to update appraisals from the original date of valuation to the current date or to a specified date of acquisition. If this should become necessary, the project Review Appraiser will initiate a contract specifying the required date of valuation, the fee schedule and the completion date for the assignment. All contracts to update shall be as per a specific completion date so as to give ample time for the appraisals to be reviewed by the project Review Appraiser prior to negotiations.

All updated appraisals, where there are value changes by reason of time lapse, shall be supported by updated comparable sales data gathered within the project neighborhood. If sufficient sales data is not available within the subject neighborhood, the Appraiser should investigate similar type properties in more removed areas as support for updated values.

Updated appraisals shall be submitted to the Appraisal Office for review and if warranted, a revised Estimate of Value will be issued by

LDOTD for the purpose of negotiation and acquisition. When the Appraiser is required to revise, supplement or otherwise update the appraisal report, no matter the format employed, a revised or updated ~Certificate of Appraiser~ and “Estimate of Compensation” shall be submitted with the revisions or updates.